

1 ZEV SHECHTMAN (Bar No. 266280)  
zev.shechtman@saul.com  
2 CAROL CHOW (Bar No. 169299)  
carol.chow@saul.com  
3 RYAN F. COY (Bar No. 324939)  
ryan.coy@saul.com  
4 SAUL EWING LLP  
5 1888 Century Park East, Suite 1500  
Los Angeles, California 90067  
6 Telephone: (310) 255-6100

7 Counsel to Debtors  
8 Alan Gomperts, Daniel Halevy, and  
Susan Halevy  
9

10 **UNITED STATES BANKRUPTCY COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION**

12 In re:

13 SEATON INVESTMENTS, LLC, *et al.*, -- ***Now***  
14 ***a dismissed case,***

15  
16 Debtors and Debtors in  
Possession.

Lead Case No. 2:24-bk-12079-VZ

Jointly Administered with Case Nos.:  
2:24-bk-12080-VZ; 2:24-bk-12081-VZ;  
2:24-bk-12082-VZ; 2:24-bk-12091-VZ;  
2:24-bk-12074-VZ; 2:24-bk-12075-VZ  
and 2:24-bk-12076-VZ

Chapter 11

18 **STIPULATION BETWEEN WELLS**  
19 **FARGO NATIONAL BANK WEST**  
20 **AND ALAN GOMPERTS TO**  
21 **AUTHORIZE FINAL USE OF CASH**  
22 **COLLATERAL**

Current Hearing:

Date: May 6, 2025

Time: 11:00 a.m.

Crtrm.: 1368

- 19 ☐ Affects All Debtors.  
20 ☐ Affects Seaton Investments, LLC (***Dismissed***)  
21 ☐ Affects Colyton Investments, LLC (***Dismissed***)  
22 ☐ Affects Broadway Avenue Investments, LLC  
23 ☐ Affects SLA Investments, LLC  
24 ☐ Affects Negev Investments, LLC  
25 ☒ Affects Alan Gomperts  
26 ☐ Affects Daniel Halevy  
27 ☐ Affects Susan Halevy  
28

1 Wells Fargo National Bank West (hereinafter “Creditor”), secured creditor in the above  
2 entitled matter, and Debtor, Alan Gomperts (“Debtor,” and together with the Creditor, the “Parties”),  
3 by and through their respective counsel of record, hereby enter into this stipulation (“Stipulation”)  
4 concerning the Debtor’s use of Creditor’s Cash Collateral with respect to the real properties located at  
5 2220 Bagley Ave, Los Angeles, CA 90034 and 3538 Greenfield Avenue, Los Angeles, CA 90034 (the  
6 “Subject Properties”).

7  
**Recitals**

8 WHEREAS, the Parties have entered into several combined stipulations for continued use  
9 of cash collateral, which have required interim hearings and stipulations;

10 WHEREAS, the Parties previously entered into two stipulations for final use of cash  
11 collateral as to each of the Subject Properties, which were filed on December 4, 2024 (the  
12 “Greenfield Stipulation,” Docket No. 335, and the “Bagley Stipulation,” Docket No. 338);

13 WHEREAS, thereafter, on December 20, 2024, the Court entered orders approving the  
14 Greenfield Stipulation and the Bagley Stipulation (Docket Nos. 365, 366), however, the Court  
15 modified the proposed orders to only approve the Debtor’s cash collateral use “on an interim  
16 basis” through the next continued cash collateral hearing date (*compare* Notices of Lodgment at  
17 Docket Nos. 336 and 339, *with* Orders entered at Docket Nos. 365 and 366);

18 WHEREAS, the Parties wish to agree to a final cash collateral use in accordance with the  
19 Greenfield Stipulation and Bagley Stipulation and to avoid the unnecessary expense and time of  
20 continuing to enter into interim, continued use stipulations; and

21 WHEREAS, the Parties agree to final cash collateral use as to the Subject Properties as  
22 stated in the Greenfield Stipulation and Bagley Stipulation, and they believe that it is in the best  
23 interests of the Parties and judicial economy to approve the terms and conditions as detailed in the  
24 Greenfield Stipulation and Bagley Stipulation on a final basis.

25  
**STIPULATION**

26 NOW, THEREFORE, IT IS STIPULATED AND AGREED, subject to court approval, as  
27 follows:

- 28 1. The foregoing recitals are hereby incorporated by reference.

2. The terms and conditions of the Greenfield Stipulation and the Bagley Stipulation are hereby incorporated by reference, as if fully stated herein.

3. The Parties stipulate and agree to authorization to use cash collateral as to the Subject Properties, subject to the same terms and conditions stated in the Greenfield Stipulation and the Bagley Stipulation, on a final basis.

4. The Parties agree that as to the Creditor and the Debtor, the Motion to Use Cash Collateral (Docket No. 87) shall be resolved and any further appearances by the Parties at a related continued hearing should be waived.

IT IS SO STIPULATED.

Dated: May 2, 2025

SAUL EWING LLP

By: 

Zev Shechtman

Ryan Coy

Attorneys for Debtor, Alan Gomperts

Dated: May \_\_, 2025

ALDRIDGE PITE, LLP

By: \_\_\_\_\_

Todd S. Garan

Attorneys for Creditor, Wells Fargo National Bank West

2. The terms and conditions of the Greenfield Stipulation and the Bagley Stipulation are hereby incorporated by reference, as if fully stated herein.

3. The Parties stipulate and agree to authorization to use cash collateral as to the Subject Properties, subject to the same terms and conditions stated in the Greenfield Stipulation and the Bagley Stipulation, on a final basis.

4. The Parties agree that as to the Creditor and the Debtor, the Motion to Use Cash Collateral (Docket No. 87) shall be resolved and any further appearances by the Parties at a related continued hearing should be waived.

IT IS SO STIPULATED.

Dated: May \_\_, 2025

SAUL EWING LLP

By: \_\_\_\_\_  
Zev Shechtman  
Ryan Coy  
Attorneys for Debtor, Alan Gomperts

Dated: May 2, 2025

ALDRIDGE PITE, LLP

By: \_\_\_\_\_  
Todd S. Garan  
Attorneys for Creditor, Wells Fargo National Bank West

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
**Saul Ewing LLP, 1888 Century Park East, Suite 1500, Los Angeles, CA 90067**

A true and correct copy of the foregoing document entitled (*specify*): **Stipulation Between Wells Fargo National Bank West and Alan Gomperts to Authorize Final Use of Cash Collateral** be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) **May 2, 2025**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**:

On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 2, 2025  
Date

Hannah Richmond  
Printed Name

/s/ Hannah Richmond  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) (continued):**

- **Scott R Albrecht** salbrecht@gsaattorneys.com, jackie.nguyen@sgsattorneys.com
- **Tanya Behnam** tbehnam@polsinelli.com, tanyabehnam@gmail.com; ccripe@polsinelli.com; ladocketing@polsinelli.com
- **Jacquelyn H Choi** jacquelyn.Choi@rimonlaw.com, docketingsupport@rimonlaw.com
- **Carol Chow** Carol.Chow@saul.com, hannah.richmond@saul.com; easter.santamaria@saul.com; carol.chow@ecf.courtdrive.com; litigationdocketing@saul.com
- **Robert F Conte** robert.conte@usdoj.gov, caseview.ecf@usdoj.gov; usacac.tax@usdoj.gov
- **Ryan Coy** ryan.coy@saul.com, hannah.richmond@saul.com; Shelly.Guise@saul.com; LitigationDocketing@saul.com; ryan.coy@ecf.courtdrive.com
- **Christopher Cramer** secured@becket-lee.com
- **Christopher Crowell** ccrowell@hrhlaw.com
- **Turner Falk** turner.falk@saul.com, tnfalk@recap.email
- **Michael G Fletcher** mfletcher@frandzel.com, sking@frandzel.com, autodocket@frandzel.com
- **Todd S. Garan** ch11ecf@aldridgepite.com, TSG@ecf.inforuptcy.com; tgaran@aldridgepite.com
- **Richard Girgado** rgirgado@counsel.lacounty.gov
- **Jacqueline L James** jjames@buchalter.com, gvidales@buchalter.com
- **Kelly L Morrison** kelly.l.morrison@usdoj.gov
- **Avi Edward Muhtar** amuhtar@crownandstonelaw.com
- **Bruce D Poltrock** bpoltrock@frandzel.com, sking@frandzel.com
- **Paige Selina Poupart** ppoupart@frandzel.com, achase@frandzel.com
- **Lovee D Sarenas** lovee.sarenas@dinsmore.com, wendy.yones@dinsmore.com
- **Zev Shechtman** Zev.Shechtman@saul.com, zshechtman@ecf.inforuptcy.com; hannah.richmond@saul.com; LitigationDocketing@saul.com
- **David B Shemano** dshemano@shemanolaw.com
- **Derrick Talerico** dtalerico@wztslaw.com, maraki@wztslaw.com, sfritz@wztslaw.com, admin@wztslaw.com
- **United States Trustee (LA)** ustpreion16.la.ecf@usdoj.gov
- **Garrick Vanderfin** gvanderfin@polsinelli.com, zyoung@Polsinelli.com; ladocketing@polsinelli.com
- **Gerrick Warrington** gwarrington@frandzel.com, achase@frandzel.com
- **Jennifer C Wong** bknotice@mccarthyholthus.com, jwong@ecf.courtdrive.com